

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353655

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Imperium Renewables, Inc.		08/12/2015	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Renewable Energy Group, Inc.		
<b>Street Address:</b>	416 S. Bell Ave		
<b>City:</b>	Ames		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	50010		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4147972	IMPERIUM	
<b>Registration Number:</b>	3658599	IMPERIUM RENEWABLES	
<b>Registration Number:</b>	4192052	INNOVATING RENEWABLES FOR THE FUTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3192867050		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3192867000		
<b>Email:</b>	ptocr@nyemaster.com		
<b>Correspondent Name:</b>	Robert W. Hoke		
<b>Address Line 1:</b>	625 First Street SE		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Cedar Rapids, IOWA 52401		
<b>ATTORNEY DOCKET NUMBER:</b>	2759500-2000		
<b>NAME OF SUBMITTER:</b>	Robert W. Hoke		
<b>SIGNATURE:</b>	/Robert W. Hoke/		
<b>DATE SIGNED:</b>	09/02/2015		
<b>Total Attachments: 8</b>			
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source=Project Bear - Trademark Assignment (IRI) (Executed)#page8.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of August 19, 2015 by and between Imperium Renewables, Inc., a Washington corporation ("Assignor") and Renewable Energy Group, Inc., a Delaware corporation ("Assignee") having an address of 416 S. Bell Avenue, Ames, Iowa 50010, U.S.A. Each of Assignor and Assignee are referred to herein sometimes as a "Party" and together as the "Parties." All defined terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of July 31, 2015, by and among Assignor, Assignee, REG Acquisition Holdco, LLC and the Remaining Subsidiaries (as therein defined) (the "Purchase Agreement").

WHEREAS, Assignor and Assignee are parties to the Purchase Agreement, pursuant to which, among other things, Assignor has agreed to assign to Assignee any and all trademarks and the goodwill associated therewith in every country (the "Assigned Trademarks").

In consideration of the foregoing and the mutual covenants and agreements contained herein and in the Purchase Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. Assigned Trademarks. A list of the Assigned Trademarks is set forth on Schedule A attached hereto and incorporated herein by reference.

2. Assignment. For USD \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks, and any applications and/or registrations therefor, including the right (but not the obligation) to prosecute and maintain any of the Assigned Trademarks and to collect for all past, present and future infringements, and the right to sue and recover damages for past, present and future infringement or other violation or impairment of any of the Assigned Trademarks, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur, the same to be held and enjoyed by the Assignee, for its own use and profit, and for its successors, legal representatives, and assigns, to the full end of the term or terms for which such Assigned Trademarks may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this Trademark Assignment not been made.

3. Further Assurances. Assignor will, without demanding any additional transaction consideration, at the request and expense of the Assignee (except for the value of the time of the Assignors employees) use its commercially reasonable efforts to do all lawful acts that are reasonably necessary for recording, evidencing, and otherwise perfecting the transfer of ownership of the Assigned Trademarks to Assignee contemplated herein, including providing, upon Assignees request, all pertinent facts and documents relating to the Assigned

Trademarks as may be known and accessible to Assignor and testifying as to the same in any interference, opposition, litigation or proceeding related thereto and promptly executing and delivering to Assignee or its legal representatives any and all papers, instruments or affidavits reasonably required to apply for, obtain, maintain, issue and enforce the Assigned Trademarks or equivalents thereof which may be reasonably necessary to carry out the purposes thereof.

4. Representations. Assignor represents and warrants to Assignee, and further covenants and agrees that Assignor (a) has the full right to convey the interests sold, assigned and transferred by this Trademark Assignment, and (b) Assignor has not executed and will not execute any writing or do any act whatsoever in conflict with the rights and interests assigned herein. The foregoing shall not be deemed to modify or limit any representations or warranties with respect to the Assigned Trademarks provided in the Purchase Agreement.

5. Successors and Assigns. This Trademark Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

6. Severability. If any provision of this Trademark Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Trademark Assignment will remain in full force and effect. Any provision of this Trademark Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

7. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law thereof.

8. Counterparts. This Trademark Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

*---Signature Page to Follow---*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark assignment to be executed, witnessed and notarized, as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

Witness Signature: [Signature]

IMPERIUM RENEWABLES, INC., a  
Washington corporation

Witness Name (print): ROY WILLIAMS

By: [Signature]

Name: John Plaza

Title: President and CEO

State of Washington

County of King

ss.

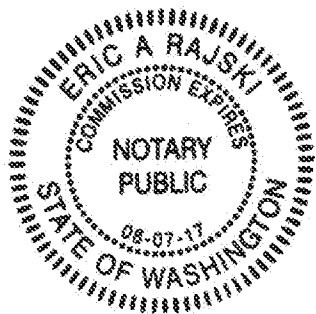
On this 12<sup>th</sup> day of August, 2015, before me, Eric A. Rajski

a notary public in and for said country, personally appeared John Plaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity for Imperium Renewables, Inc., and that by his/her signature on the instrument the entity, upon behalf of which the person acted, has executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

My Commission Expires: 08/13/2017



ASSIGNEE:

Witness Signature: [Signature]

RENEWABLE ENERGY GROUP, INC., a  
Delaware corporation

Witness Name (print): Nathaniel J Green

By: [Signature]  
Name: Daniel J. Oh  
Title: President and CEO

State of Iowa )

ss.

County of Story )

On this 19<sup>th</sup> day of August, 2015, before me, Nathaniel J Green,  
a notary public in and for said country, personally appeared Daniel J. Oh, who proved to me on the basis  
of satisfactory evidence to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he/she executed the same in his/her authorized capacity for Renewable Energy  
Group, Inc., and that by his/her signature on the instrument the entity, upon behalf of which the person  
acted, has executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]  
My Commission Expires: \_\_\_\_\_



**SCHEDULE A**  
**Trademarks**

TRADEMARKS						
TRADEMARK	RECORD OWNER(S)	COUNTRY	ISSUANCE, REGISTRATION AND/OR APPLICATION DATE(S)	CLASS	DESCRIPTION	STATUS
IMPERIUM	Imperium Renewables, Inc.	US	Registered 5/22/12 No. 4147972	INTL. CLASS 4	FUELS; BIOFUELS; BODIESEL FUEL	GOOD STANDING
IMPERIUM	Imperium Renewables, Inc.	US	Registered 5/22/12 No. 4147972	INTL. CLASS 40	CUSTOM MANUFACTURE OF BIOFUELS FOR OTHERS	GOOD STANDING
IMPERIUM	Imperium Renewables, Inc.	US	Registered 5/22/12 No. 4147972	INTL. CLASS 42	RESEARCH AND DEVELOPMENT IN THE FIELD OF FUELS, BIOFUEL AND BODIESEL FUEL	GOOD STANDING
IMPERIUM	Imperium Renewables, Inc.	US	Intent to Use Appln filed 1/10/2011 Notice of Allowance issued	INTL. CLASS 004	AVIATION FUEL	ABANDONED – 10/14/14
IMPERIUM	Imperium Renewables, Inc.	US	Intent to Use Appln filed 1/10/2011 Notice of Allowance issued	INTL CLASS 040	PRODUCTION, TREATMENT & REFINEMENT OF JET FUEL FOR OTHERS	ABANDONED – 10/14/14
IMPERIUM RENEWABLES & LOGO	Imperium Renewables, Inc.	US	Registered 7/21/09 No. 3658599	INTL. CLASS 1	CHEMICAL PRESERVATIVES FOR USE IN MANUFACTURE OF SOAP AND VEGETABLE OILS	GOOD STANDING; Renewed on July 20, 2015
IMPERIUM RENEWABLES & LOGO	Imperium Renewables, Inc.	US	Registered 7/21/09 No. 3658599	INTL. CLASS 4	VEGETABLE OIL FOR USE IN THE MANUFACTURE OF PAINTS AND/OR SOAPS	GOOD STANDING; Renewed on July 20, 2015
IMPERIUM RENEWABLES & LOGO	Imperium Renewables, Inc.	US	Registered 7/21/09 No. 3658599	INTL. CLASS 29	VEGETABLE OIL	GOOD STANDING; Renewed on July 20, 2015

**TRADEMARKS**

<b>TRADEMARK</b>	<b>RECORD OWNER(S)</b>	<b>COUNTRY</b>	<b>ISSUANCE, REGISTRATION AND/OR APPLICATION DATE(S)</b>	<b>CLASS</b>	<b>DESCRIPTION</b>	<b>STATUS</b>
IMPERIUM RENEWABLES & LOGO	Imperium Renewables, Inc.	US	Registered 7/21/09 No. 3658599	INTL. CLASS 40	CUSTOM MANUFACTURE OF VEGETABLE OILS FROM OILSEED FOR OTHERS; CUSTOM MANUFACTURE OF BIOFUELS FROM OILSEED FOR OTHERS	GOOD STANDING; Renewed on July 20, 2015
INNOVATING RENEWABLES FOR THE FUTURE	Imperium Renewables, Inc.	US	Registered 8/14/12 No. 4192052	INTL. CLASS 004	FUELS; BIOFUELS; BIODIESEL FUEL	GOOD STANDING Note: a separate aviation fuels application was abandoned 12/15/14.
INNOVATING RENEWABLES FOR THE FUTURE	Imperium Renewables, Inc.	US	Registered 8/14/12 No. 4192052	INTL. CLASS 040	CUSTOM MANUFACTURE OF BIOFUELS FOR OTHERS	GOOD STANDING Note: a separate aviation fuels application was abandoned 12/15/14.
INNOVATING RENEWABLES FOR THE FUTURE	Imperium Renewables, Inc.	US	Registered 8/14/12 No. 4192052	INTL. CLASS 042	RESEARCH & DEVELOPMENT IN THE FIELD OF FUELS, BIOFUEL AND BIODIESEL FUEL	GOOD STANDING
IMPERIUM RENEWABLES & LOGO	Imperium Renewables, Inc.	CHINA	Registered 4/28/10 No. 5995088	INTL. CLASS 40	CUSTOM MANUFACTURE OF VEGETABLE OIL FROM OILSEED FOR OTHERS; CUSTOM MANUFACTURE OF BIOFUELS FROM OILSEED FOR OTHERS	GOOD STANDING
IMPERIUM RENEWABLES (TRANSLITERATION)	Imperium Renewables, Inc.	CHINA	Registered 3/7/10 No. 6084485	INTL. CLASS 40	CUSTOM MANUFACTURE OF VEGETABLE OIL FROM OILSEED FOR OTHERS; CUSTOM MANUFACTURE OF BIOFUELS FROM OILSEED FOR OTHERS	GOOD STANDING



**TRADEMARKS**

<b>TRADEMARK</b>	<b>RECORD OWNER(S)</b>	<b>COUNTRY</b>	<b>ISSUANCE, REGISTRATION AND/OR APPLICATION DATE(S)</b>	<b>CLASS</b>	<b>DESCRIPTION</b>	<b>STATUS</b>
IMPERIUM RENEWABLES (TRANSLATION)	Imperium Renewables, Inc.	CHINA	Registered 3/7/10 No. 6084489	INTL. CLASS 40	CUSTOM MANUFACTURE OF VEGETABLE OIL FROM OILSEED FOR OTHERS; CUSTOM MANUFACTURE OF BIOFUELS FROM OILSEED FOR OTHERS	GOOD STANDING
IMPERIUM RENEWABLES & LOGO	Imperium Renewables, Inc.	CHINA	Registered 1/14/10 No. 5995089	INTL. CLASS 4	VEGETABLE OIL FOR USE IN THE MANUFACTURE OF PAINTS AND/OR SOAPS	GOOD STANDING
IMPERIUM RENEWABLES & LOGO	Imperium Renewables, Inc.	CHINA	Registered 1/14/10 No. 599509	INTL. CLASS 1	CHEMICAL PRESERVATIVES FOR USE IN MANUFACTURE OF SOAP AND VEGETABLE OILS	GOOD STANDING
IMPERIUM	Imperium Renewables, Inc.	ARGENTINA	Registered 2/29/08 No. 2216469	INTL. CLASS 40	CUSTOM MANUFACTURE OF VEGETABLE OIL FROM OILSEED FOR OTHERS; CUSTOM MANUFACTURE OF BIOFUELS FROM OILSEED FOR OTHERS	GOOD STANDING
IMPERIUM	Imperium Renewables, Inc.	CHILE	Registered 8/5/2009 No. 856.935	INTL. CLASS 1	CHEMICAL PRESERVATIVES FOR USE IN MANUFACTURE OF SOAP AND VEGETABLE OILS	GOOD STANDING
IMPERIUM	Imperium Renewables, Inc.	CHILE	Registered 8/5/2009 No. 856.935	INTL. CLASS 4	FUELS; VEGETABLE OIL FOR USE IN THE MANUFACTURE OF PAINTS AND/OR SOAPS	GOOD STANDING
IMPERIUM	Imperium Renewables, Inc.	CHILE	Registered 8/5/2009 No. 856.935	INTL. CLASS 29	OIL, NAMELY VEGETABLE OILS	GOOD STANDING

**TRADEMARKS**

<b>TRADEMARK</b>	<b>RECORD OWNER(S)</b>	<b>COUNTRY</b>	<b>ISSUANCE, REGISTRATION AND/OR APPLICATION DATE(S)</b>	<b>CLASS</b>	<b>DESCRIPTION</b>	<b>STATUS</b>
IMPERIUM	Imperium Renewables, Inc.	CANADA	Registered 1/29/2014 No. TMA870134	INTL. CLASS 4, 40 & 42	<u>FUELS:</u> <u>BIOFUELS:</u> <u>BIODIESEL</u> <u>FUELCUS</u> <u>TOM</u> <u>MANUFACTURE</u> <u>OF BIOFUELS FOR</u> <u>OTHERS</u> <u>RESEARC</u> <u>H AND</u> <u>DEVELOPMENT IN</u> <u>THE FIELD OF</u> <u>FUELS, BIOFUEL</u> <u>AND BIODIESEL</u> <u>FUEL</u>	GOOD STANDING
INNOVATING RENEWABLES FOR THE FUTURE	Imperium Renewables, Inc.	CANADA	Registered 11/27/2014 No. TMA891117	INTL. CLASS 4, 40 & 42	Same description as immediately above	GOOD STANDING